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TO:

FROM:

USPTO

DAVID MORSE

COMPANY:

DATE:

SELF

12-14-10

FAX NUMBER:

TOTAL NO. OF PAGES, INCLUDING COVER:

510790-9232

17

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510 557 5772 MAINT Fee

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Repl. To FAX 510-796-7497

#5

DEC 14 2010

PTO/SB/85 (03-09)

Approved for use through 03/31/2012, OMB 0651-0018

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF
MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))**

Docket Number (Optional)

Mail to: Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450
Fax: (571) 273-8300

12/21/2010 DALLEN 00000013 5820407

01 FC:1599

2755.00 OP

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at
(571) 272-3282.

Patent Number: 5820407Application Number: 08844879Issue Date: 10-13-98Filing Date: 4-22-97

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

☐ is a reissue of original Patent No. _____ original issue date _____
original application number _____
original filing date _____

☐ resulted from the entry into the U.S. under 35 U.S.C. 371 of international application
_____ filed on _____

CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

(1) being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 OR

(2) transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

Date

Signature

Typed or printed name of person signing Certificate

[Page 1 of 4]

This collection of information is required by 37 CFR 1.378(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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PTO/SB/65 (03-09)

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U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

1. SMALL ENTITY

☒ Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27

2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS

☐ Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)

3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity			Small Entity		
Amount	Fee	(Code)	Amount	Fee	(Code)
<input type="checkbox"/> \$ _____	3 ½ yr fee	(1551)	<input type="checkbox"/> \$ _____	3 ½ yr fee	(2551)
<input type="checkbox"/> \$ _____	7 ½ yr fee	(1552)	<input type="checkbox"/> \$ _____	7 ½ yr fee	(2552)
<input type="checkbox"/> \$ _____	11 ½ yr fee	(1553)	<input checked="" type="checkbox"/> \$ _____	11 ½ yr fee	(2553)

MAINTENANCE FEE BEING SUBMITTED \$ 2055

4. SURCHARGE

The surcharge required by 37 CFR 1.20(l)(1) of \$ 200 (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED \$ _____

5. MANNER OF PAYMENT

☐ Enclosed is a check for the sum of \$ _____☐ Please charge Deposit Account No. _____ the sum of \$ 275.5☒ Payment by credit card. Form PTO-2038 is attached.

6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY

☐ The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. _____

[Page 2 of 4]

PTO/SB/65 (03-09)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

7. OVERPAYMENT

As to any overpayment made, please

☐ Credit to Deposit Account No. _____

OR

☒ Send refund check

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

8. SHOWING

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.

David Morse
Signature(s) of Petitioner(s)

12-14-10
Date

DAVID MORSE
Typed or printed name(s)

Registration Number, if applicable

P.O. Box 8101
Address

510 557 5772
Telephone Number

Element CA 94537
Address

ENCLOSURES:

- ☒ Maintenance Fee Payment
☒ Statement why maintenance fee was not paid timely
☒ Surcharge under 37 CFR 1.20(i)(1) (fee for filing the maintenance fee petition)

☐ Other:

(Page 3 of 4)

PTO/SB/65 (03-09)

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37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."

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OFFICE OF PETITIONS

David Moese
Signature

12-14-10
Date

DAVID MOESE
Type or printed name

Registration Number, if applicable

STATEMENT

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

ON OCT 4 2010 I GAVE EXCLUSIVE LICENSE TO
medici PORTFOLIO AND PART OF THE CONTRACT PROVIDED
THAT medici WAS GOING TO PAY THE MAINTENANCE
FEE DUE OCT 13. 2010. Recently I WAS ADVISED
BY MY PATENT ATTORNEY RICHARD CITMAN, THAT
THE U.S.P.T.O. SENT A NOTICE THAT THE FEES HAD
NOT BEEN PAID. I AM SENDING A COPY OF THE
AGREEMENT SENT TO ME BY MEDICI AS WELL
AS SENDING IN \$2755 TO THE U.S.P.T.O. BY
FAX USING FORM PTO 2038.

(Please attach additional sheets if additional space is needed)

(Page 4 of 4)

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NO. 4058 P. 7

From: Michael Connelly Fax: (800) 961-5462

To: +15107909232

Fax: +15107909232

Page 1 of 14 10/4/2010 7:19

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Date: 10/4/2010

Pages including cover sheet: 14

To:	+15107909232
Phone	
Fax Number	+15107909232

From:	Michael Connelly
	The Medici Portfolio LLC
	3505 Raymond Street
	Chevy Chase
	MD 20815
Phone	(800) 961-5462
Fax Number	(800) 961-5462

NOTE:

Attn: David Morse Final Agreement FULL

EXCLUSIVE LICENSE AGREEMENT

This EXCLUSIVE LICENSE AGREEMENT ("Agreement") is entered into on September 30, 2010 ("**Effective Date**") by and between Medici Portfolio Acquisition LLC ("**Licensee**"), and David Morse and Frank Fletcher (collectively, "**Licensor**"). The parties hereby agree as follows.

1. BACKGROUND

1.1 Licensor owns certain United States Letters Patents and/or applications for United States Letters Patents and/or related foreign patents and applications and rights related thereto.

1.2 Licensor wishes to exclusively license its right, title and interest in such patent to Licensee, granting on Licensee all substantial rights in the Patents, including the exclusive rights to sublicense, to bring legal action in court for infringement, and to pursue damages, injunction and other remedies for past, present and future infringement.

1.3 Licensee wishes to become the exclusive licensee of such patent.

2. DEFINITIONS

2.1 "**Affiliate**" means, with respect to any Person, any Entity in whatever country organized that controls, is controlled by or is under common control with such Person. The term "control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise.

2.2 "**Entity**" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

2.3 "**Net Consideration**" means all revenues relating to the Patents received by Licensee and/or its Affiliates, including but not limited to, all revenue from the licensing and damages awarded and received in litigation attributable to the Patent(s) in excess of the costs, expenses and investments paid by or on behalf of Licensee and/or its Affiliates in respect of the Patent and/or generating such received amounts solely to third parties, including, without limitation, ongoing prosecution and sublicensing expenses paid to third parties, legal, technical and consulting fees and expenses paid to third parties, filing, issuance and maintenance fees paid to third parties, litigation, licensing and sales commissions, fees and expenses paid to third parties. Valuation of non-cash consideration shall be established by agreement of the parties.

2.4 "**Patents**" means the patent listed in *Exhibit A* hereto, and all reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, and divisions of such patents and applications; and foreign counterparts to any of the foregoing including without limitation utility models.

2.5 "**Person**" means any individual or Entity.

3. DELIVERY AND PAYMENT

3.1 **Delivery.** Upon request from Licensee, Licensor shall deliver to Licensee all files and original documents owned or controlled by Licensor relating to the Patents including, without limitation, all prosecution files for pending patent applications included in the Patents, and its own files relating to the issued Patents.

3.2 **Consideration.** Licensee shall remit to Licensor an amount equal to 25% of the Net Consideration from the Patents (the "**Profit Participation**"). The Profit Participation shall be paid on the due dates for the reports required by Paragraph 5.2 for license royalties received during the periods covered by the respective reports. The Parties acknowledge and intend for the Profit Participation to be the sole means of compensation to the Licensor for the rights granted to Licensee under this Agreement.

3.3 **Preexisting Agreements.** Licensee has disclosed all preexisting agreements that have been entered under which a licensee has received any license to the Patents, each of those agreements listed on Exhibit B hereto.

3.4 **Multiple Patent Included in License; Royalty Sharing.** Licensor acknowledges that Licensee or its Affiliates may from time to time sublicense the Patent with other patents held or controlled by Licensee and/or its Affiliates. The parties acknowledge that, unless the applicable sublicense agreement specifies a particular royalty for one or more of the Patent, where the Patent is sublicensed together with other patents and patent applications, the portion of the aggregate royalty deemed to be Net Consideration in respect of or attributable to sublicensing the Patent will be determined according to the following methodology. Licensee or its Affiliates will rank the Patent and any patents and/or patent applications licensed with the Patent as of the date of the applicable license in one of the following four categories:

Category R1: patents actually asserted against the sublicensee and discussed in detail during the discussions leading to the sublicense (i.e., named, analyzed and discussed in the assertion materials and negotiations),

Category R2: patents specifically mentioned but not discussed in detail in the license discussions (i.e., listed as one of the patents that the sublicensee might infringe or need to license),

Category R3: patents in the same patent class code as one or more R1 or R2 patents (i.e., not asserted or specifically mentioned, but, as evidenced by its class code, may have been infringed or needed to be licensed by the sublicensee), and

Category R4: all other patents and/or any patent applications licensed to the sublicensee.

The aggregate royalty amounts received by Licensee and its Affiliates where a portfolio of patents is licensed shall be allocated among the patents and patent applications licensed according to the following formula (except, and to the extent, the license agreement specifically assigns allocations otherwise):

$$P = R * (VA/P_N)$$

Where:

P = royalty amount deemed attributable to each licensed patent or patent application in one of the four categories

R = aggregate amount of royalties received by Licensee or its Affiliates from sublicensee

VA = Value Allocation for that patent category (see below)

P_N = Aggregate number of patents or patent applications from that category included in that license

The Value Allocations for the four categories are:

R1 = 53%

R2 = 27.5%

R3 = 13.75%

R4 = 3.75%

3.5 Adjustments to Value Allocations. Notwithstanding the foregoing Value Allocations, in the event that the formula set forth above results in per-patent royalties for the patents in category R1 being less than the per-patent royalties for category R2, R3 or R4, or the per-patent royalty for category R2 being less than the per-patent royalty for category R3 or R4, or the per-patent royalty for category R3 being less than the per-patent royalty for category R4, then, in each such event, the Licensee or its Affiliates shall appropriately adjust the formula such that the per-patent royal-

ty for each category is equal to or higher than the per-patent royalty for each higher numbered category (for example, per-patent royalties for category R1 should be equal or higher than per-patent royalties for categories, R2, R3 and R4 after the adjustment). Furthermore, in the event that any patent category has no patents, then Licensee shall adjust the Value Allocations to allocate the null category's Value Allocation pro rata (based on relative Value Allocations) among the other categories.

4. EXCLUSIVE LICENSE OF PATENTS

4.1 Exclusive Patent License. Licensor hereby grants to Licensee the exclusive worldwide license of all rights held by Licensor in the Patents, including without limitation:

(a) all rights to make, have made, use, sell, offer for sale, import and lease any product or process that, absent the license granted hereunder, would infringe one or more claims of any of the Patents

(b) all rights to sublicense others for past, present and future activities, including without limitation to sublicense the rights set forth in Section 4.1(a) above,

(c) all rights of Licensor to collect royalties under such Patents,

(d) all rights to bring legal action for infringement of the Patents,

(e) all rights to collect monies, damages and/or royalties for past, current or future infringement of the Patents, and

(f) all rights to pursue injunctive relief and other remedies for past, current and future infringement of the Patents.

4.2 Exclusivity. In conformance of the above and in order to establish exclusivity for Licensee, Licensor agrees that it retains no right to practice the Patents, retains no right to grant any other license to the Patents, retains no right to collect royalties under such Patents, retains no right to collect monies, damages and/or royalties for past, current, or future infringement of the Patents, retains no right to bring a legal action for infringement of the Patents, and retains no right to pursue injunctive relief and other remedies for past, current and future infringement of the Patents. Licensor is expressly prohibited from instituting or participating in any action for infringement related to the Patents.

4.3 Grant Of Any Other Rights Needed To Confer Standing. Licensor expressly grants any and all other substantial rights in the Patents to the Licensee necessary and sufficient under any applicable law or precedent to confer standing and permit the latter to initiate any actions on its own, and further without the need to join Licensor in any such actions. To the extent the present

Agreement is found lacking in any respect to confer standing on Licensee for such actions, Licensor agrees to cooperate with Licensee and undertake reasonable corrective action within 30 days to attempt to rectify such deficiency.

5. ADDITIONAL OBLIGATIONS

5.1 Further Cooperation. At the reasonable request of Licensee, Licensor shall execute and deliver such other instruments and do and perform such other acts and things as may be necessary or desirable for effecting completely the consummation of the transactions contemplated hereby, including without limitation execution, acknowledgment and recordation of other such papers, and using best efforts to obtain the same from the respective inventors, as necessary or desirable for fully perfecting and conveying unto Licensee the benefit of the transactions contemplated hereby. Licensor shall, at any time upon request, communicate to the Licensee, its successors and assigns, any facts relating to said Patents, and the history thereof, known to them, and that they will testify as to the same in any proceeding when requested to do so by the Licensee. Licensee shall bear any and all reasonable costs of such participation by Licensor.

5.2 Reports and Records. As of each March 15th during the term of this Agreement, Licensee shall provide to Licensor a report reasonably detailing its activities with respect to the Patents for the preceding twelve month period ending as of December 31st.

5.3 Books of Account. Licensee shall keep accurate books of account containing all particulars that may reasonably be deemed necessary for the purpose of showing the amounts payable to Licensor hereunder. Said books of account shall be kept at Licensee's principal place of business or, if notice thereof is given to Licensor, the principal place of business of the appropriate division of Licensee to which this Agreement relates. Licensee shall make said books and the supporting data available for inspection by Licensor or its agents during normal business hours upon advance notice of at least 10 business days for three (3) years following the end of the calendar year to which they pertain for the purpose of verifying Licensee's royalty statement or compliance in other respects with this Agreement. Should such inspection lead to the discovery of a greater than ten percent (10%) discrepancy in reporting to Licensor's detriment, Licensee agrees to pay the reasonable fees and expenses of Licensor's agents who conducted the inspection. Licensee shall promptly pay to Licensor all amounts appropriately determined by any audit to be due to Licensor. Any dispute with respect to an audit or license fees shall be resolved pursuant to the provisions of Paragraph 8.6 below.

5.4 Maintenance of Patent. To the extent the Patents become involved in reissue and/or reexamination proceedings, Licensor hereby grants to Licensee the world-wide exclusive right and exclusive license to any further prosecution in such actions, and appoints Licensee with full powers of attorney with respect thereto. Licensee agrees that it alone shall bear the cost of any legal fees or costs associated with such proceedings, as well as any domestic and/or foreign maintenance fees.

6. REPRESENTATIONS AND WARRANTIES

6.1 Authority. Licenser hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder. Licensee hereby represents and warrants that it has the right and authority to enter into this Agreement and to carry out its obligations hereunder.

6.2 Title and Contest. Licenser hereby represents and warrants that it has good and marketable title to the Patents, including without limitation all rights, title, and interest in the Patents to sue for infringement thereof. The Patents are free and clear of all liens, mortgages, security interests or other encumbrances, and restrictions on transfer. There are no actions, suits, investigations, claims or proceedings threatened, pending or in progress relating in any way to the Patents. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Patents.

6.3 Patent Office Proceedings. None of the Patents have been or are currently involved in any reexamination, reissue, interference proceeding, or any similar proceeding and that no such proceedings are pending.

6.4 Related Assets. There are no other patents issued and/or applications pending for or on behalf of Licenser which include (or will include) claims such that practice of any of the claims of the Patents conveyed in this Agreement would reasonably require a license under any claim of such other patents.

6.5 Validity and Enforceability. The Patents have never been found invalid or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and Licenser has not received any notice or information of any kind from any source suggesting that the Patents may be invalid or unenforceable.

7. TERM AND TERMINATION

7.1 Term. Unless otherwise terminated earlier as provided herein, the term of this Agreement shall commence on the Effective Date of this Agreement and extend for a period of not less than the life of the last to expire of the Patents.

7.2 Termination. In the event that Licensee has not remitted to Licenser the amount of three thousand dollars (\$300,000USD) by a date twenty four (24) months after the Effective Date of this Agreement, Licenser may terminate this Agreement by written notice to Licensee delivered within thirty (30) days after such date. In the event litigation involving the patents is filed then the above termination shall not apply.

8. MISCELLANEOUS

8.1 Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT RECEIPT OF ANY PAYMENT UNDER THIS AGREEMENT IS SPECULATIVE AND COULD BE ZERO DOLLARS.

8.2 Limitation of Liability. LICENSEE ACKNOWLEDGES AND UNDERSTANDS THAT LICENSOR'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY LICENSEE SHALL BE THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LICENSEE'S MAXIMUM LIABILITY UNDER AND/OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED AMOUNTS ACTUALLY PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT (EVEN IF ZERO). HE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

8.3 Compliance with Laws. Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

8.4 Confidentiality of Terms. The parties hereto shall keep the terms and existence of this Agreement and the identities of the parties hereto confidential and shall not now or hereafter divulge any of this information to any third party except: (a) with the prior written consent of the other party; (b) as otherwise may be required by law or legal process, including in confidence to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; or (d) in confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; provided that, in (b) through (d) above, (i) the disclosing party shall use all legitimate and legal means available to restrict the disclosure to third parties, including without limitation seeking a confidential treatment request or protection order from the court; and (ii) the receiving party shall not disclose the information to any third party, including without limitation seeking a confidential treatment request or protection order from the court.

8.5 Governing Law. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Texas, including its conflict of laws provisions.

8.6 Dispute Resolution. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement which the parties shall be unable to resolve within sixty (60) days shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a qualified mediation firm and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within thirty (30) days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the State of Maryland or in the United States District Court for the District of Maryland, to whose jurisdiction for such purposes Licensor and Licensee each hereby irrevocably consents and submits. Notwithstanding the foregoing, nothing in this Article shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

8.7 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein: *Exhibit A* (entitled "Patent Rights to be Exclusively Licensed") and *Exhibit B* (entitled "Prior Licenses").

8.8 Notices: All notices required or permitted to be given hereunder shall be in writing, shall make reference to this Agreement, and shall be delivered by hand or dispatched by prepaid courier or by registered or certified airmail, postage prepaid, addressed as follows:

If to LicenserIf to Licensee

Medici Portfolio Acquisition LLC

101 E. Park Blvd

Suite 600

Plano, TX 75074

Such notices shall be deemed served when received by addressee or if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Either party may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such party at such changed address.

8.9 Relationship of Parties. The parties hereto are independent contractors. Neither party has any express or implied right or authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement or undertaking with any third party. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between Licenser and Licensee.

8.10 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

8.11 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

8.12 Assignment. Each Party may assign its rights and interests in this Agreement. The terms and conditions of this Agreement shall inure to the benefit of Licensee, its successors, assigns and other legal representatives, and shall be binding upon Licenser, its successor, assigns and other legal representatives.

In witness whereof, the parties have executed this Exclusive License Agreement as of the Effective Date:

David Morse

Signature

DAVID MORSE

Printed Name

OWNER

Title

10-4-10

Date

Medici Portfolio Acquisition LLC

Signature

Michael Connolly

Printed Name

Member

Title

10-4-10

Date

Frank Fletcher

Signature

FRANK FLETCHER

Printed Name

OWNER

Title

10-4-10

Date

Document Id: Acquisition.doc

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<u>Patent or Application No.</u>	<u>Country</u>	<u>Filing Date</u>	<u>Title</u>
5,820,407	USA	04/22/1997	Directional Jumper Cables

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